

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Steven M. Bowman et al.

Application No: 10/022,182

Filing Date: December 14, 2001

Entitled: **USE OF REINFORCED FOAM  
IMPLANTS WITH ENHANCED  
INTEGRITY FOR SOFT TISSUE  
REPAIR AND REGENERATION**

Atty. Docket No: 22956-74

Group Art Unit: 1615

Examiner: L. Di Nola Baron

Certificate of Facsimile Transmission

I hereby certify that this correspondence is being deposited with the United States Postal Service Post Office with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date set forth below.

July 27, 2004

By: 

Date of Signature and Mail Deposit

William C. Geary III, Reg. No: 31,359

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Dear Sir:

DePuy Mitek, Inc. states that it is the assignee of the entire right, title, and interest in the above-referenced U.S. Patent Application No. 10/022,182, filed on December 14, 2001 for "Use Of Reinforced Foam Implants With Enhanced Integrity For Soft Tissue Repair And Regeneration," and in U.S. Patent Application No. 10/320,751 of Binette et al., by virtue of the following, copies of which are enclosed herewith:

- (1) an Assignment of Application No. 10/022,182 dated January 17 and 18, 2002 and recorded at Reel 012572, Frame 0715 from all inventors to Ethicon, Inc.;
- (2) an Assignment of Application No. 10/320,751 dated January 17, 20, and 21, 2003 and recorded at Reel 013827, Frame 0523 from all inventors to Ethicon, Inc.; and
- (3) an Assignment and Assumption from Ethicon, Inc. to DePuy Mitek, Inc.

The owner, DePuy Mitek, Inc., hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of a United States Patent granted on Application Serial No. 10/320,751, and hereby agrees that any patent so

granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent granted on Application Serial No. 10/320,751, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

The owner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of a patent granted on Application Serial No. 10/320,751, in the event that such a patent later lapses for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned has reviewed the evidentiary documents pertaining to the rights of owner to file this Disclaimer and certifies that, to the best of his knowledge and belief, title to the above-identified application is in the owner. The undersigned, as an attorney of record for the owner, is authorized to execute this document on behalf of the owner.

A check in the amount of \$110.00, due pursuant to 37 CFR § 1.20(d), is enclosed herewith. The Commissioner is further authorized to charge any additional fees due to Deposit Account No. 141449 (reference number 22956-74).

Respectfully submitted,

Dated: July 27, 2004

  
\_\_\_\_\_  
William C. Geary III, Reg. No. 31,359  
Attorney for Applicants

NUTTER, McCLENNEN & FISH, LLP  
World Trade Center West  
155 Seaport Boulevard  
Boston, MA 02110  
Telephone: (617) 439-2766  
Facsimile : (617) 310-9766

## ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is made effective as of the 29th day of December, 2003 (the "Effective Date") by and between Ethicon, Inc., a corporation organized under the laws of the State of New Jersey (hereinafter "Ethicon"), and DePuy Mitek, Inc. (formerly Innovasive Devices, Inc.), a corporation organized under the laws of the State of Massachusetts (hereinafter "DMI").

WHEREAS, Ethicon is desirous of transferring to DMI all of the assets and liabilities of Ethicon's Mitek Worldwide Division (the "Division"), and DMI is desirous of accepting such assets and assuming such liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Ethicon does hereby grant, assign, convey, transfer, set over and confirm, unto DMI, its successors and assigns, forever, all the businesses, franchises, properties, and assets of every nature and description, tangible and intangible, wherever located, on the books and records of Ethicon with respect to the Division immediately prior to the Effective Date (the "Properties"), the same to include, without limiting the generality of the foregoing, those assets that are more particularly described as follows, to the extent relating to the Division:

(i) All inventories, materials, supplies, furniture, machinery, equipment, automobiles, trucks and other tangible personal property, goods and chattels, wherever located;

(ii) All right, title, and interest in, to and under all contracts, including leases (except that nothing herein contained shall be deemed to constitute the assignment of any claim against the United States of America or of any contract that is not assignable without the consent of the other party or parties thereto unless and until such consent shall have been obtained);

(iii) All right, title and interest in, to and under cash (whether on hand or in banks), notes, bonds, inventions, improvements, patents and patent applications, trademarks, copyrights, domain names, discoveries, know-how, data, accounts and bills receivable, books of account, records, agreements, licenses, claims, demands, judgments, equities and choses in action, and all other intangible property of every nature and description; and

(iv) All right, title and interest in, to and under any real estate, and any improvements and appurtenances thereon or thereto, as well as all rights and obligations appertaining thereto.

2. Ethicon hereby constitutes and appoints DMI, its successors and assigns, the true and lawful attorney or attorneys of Ethicon, with full power of substitution, for Ethicon and in its name and stead or otherwise, but on behalf and for the benefit of DMI, its successors and assigns, to demand and receive from time to time any and all the Properties hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Ethicon or otherwise, but at the expense and for the benefit of DMI, its successors and assigns, any and all proceedings at law, in equity or otherwise that DMI, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Properties hereby assigned, transferred and conveyed,

and to defend or compromise any and all actions, suits or proceedings in respect of any of said Properties and to do all such acts and things in relation thereto as DMI, its successors, or assigns shall deem desirable; Ethicon hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Ethicon in any manner or from any reason.

3. Ethicon, for itself and its successors and assigns, hereby covenants and agrees with DMI and its successors and assigns, that Ethicon and its successors and assigns will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances, for the better assuring, assigning, conveying, transferring and confirming unto DMI, its successors and assigns, all and singular the Properties hereby assigned, transferred and conveyed, as DMI or its successors or assigns shall reasonably require.

4. For the consideration aforesaid, and in consideration of the assignment, transfer and conveyance to it of the Properties, DMI hereby assumes, and agrees to pay, perform or discharge when due, as the case may be, all the indebtedness, liabilities and obligations of every kind and description, to the extent associated with the Properties or otherwise pertaining to the Division. DMI hereby covenants and agrees with Ethicon that DMI will forever indemnify and save harmless Ethicon against all the indebtedness, liabilities and obligations aforesaid hereby assumed and agreed to be paid, performed or discharged, as the case may be, by DMI and to assume and complete all pending contracts of Ethicon to the extent relating to the Division or allocated on Ethicon's books or records to the Division immediately prior to the Effective Time, and to indemnify and save harmless Ethicon and its officers, directors and stockholders from any liability under any such indebtedness, liabilities and obligations.

5. This Assignment and the covenants and agreements herein contained shall inure to the benefit of and shall bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective corporate names as of the 29th day of December, 2003.

ETHICON, INC.

By: [Signature]  
Name: K. O'Brien  
Title: Worldwide Vice President, Finance  
Attest: [Signature]  
R. E. Skula, Assistant Secretary

DEPUY MITEK, INC.

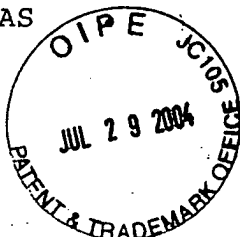
By: [Signature]  
Name: H. Zauberman  
Title: Vice President  
Attest: [Signature]  
S. M. Rosenberg, Clerk



APRIL 10, 2002

NUTTER MCCLENNEN & FISH LLP  
WILLIAM C. GEARY III  
ONE INTERNATIONAL PLAZA  
BOSTON, MA 02110-2699

PTAS



Chief Information Officer  
Washington, DC 20231  
www.uspto.gov



\*101984861A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/19/2002

REEL/FRAME: 012572/0715  
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BOWMAN, STEVEN M.

DOC DATE: 01/17/2002

ASSIGNOR:

BRUKER, IZI

DOC DATE: 01/17/2002

ASSIGNOR:

REZANIA, ALIREZA

DOC DATE: 01/17/2002

ASSIGNOR:

MELICAN, MORA CAROLYNNE

DOC DATE: 01/18/2002

ASSIGNOR:

BINETTE, FRANCOIS

DOC DATE: 01/17/2002

ASSIGNOR:

HWANG, JULIA

DOC DATE: ~~01/27/2002~~  
01/17/2002

ASSIGNEE:

ETHICON, INC.  
ROUTE 22 WEST  
SOMERVILLE, NEW JERSEY 08876

02-19-2002



Form PTO-1595  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

R

101984861  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

## 1. Name of conveying party(ies):

Steven M. Bowman (1/17/2002); Izi Bruker (1/17/2002); Allreza  
Rezania (1/17/2002); Mora Carolynne Melican (1/18/2002);  
Francois Binette (1/17/2002); and Julia Hwang (1/17/2002)

Additional name(s) of conveying party(ies)  
attached?

☐ Yes ☒ No

## 3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: see Box 1, conveying parties

## 2. Name and address of receiving party(ies)

Name: ETHICON, INC.

Internal Address: \_\_\_\_\_

Street Address:  
Route 22 West

City: Somerville

State: NJ

Zip: 08876

Additional name(s) &  
address(es) attached:

☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_

## A. Patent Application No.(s):

10/022,182

## B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William C. Geary III  
NUTTER MCCLENNEN & FISH LLP

Internal Address: Atty. Dkt.: 022956-0074

Street Address: One International Place

City:  
Boston

State: MA Zip: 02110-2699

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

## 8. Deposit account number:

141449

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William C. Geary III  
Name of Person Signing

[Signature]  
Signature

February 15, 2002  
Date

00000022 10022182 Total number of pages including cover sheet, attachments, and documents: 5

40.00 DP

## Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: February 15, 2002

Signature [Signature]

(William C. Geary III)

012572/0715 PAGE 2

SERIAL NUMBER: 10022182  
PATENT NUMBER:

FILING DATE: 12/14/2001  
ISSUE DATE:

PAULA MCCRAY, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

## ASSIGNMENT

Whereas we, the undersigned, **Steven M. Bowman, Izi Bruker, Alireza Rezanian, Mora Carolynne Melican, Francois Binette and Julia Hwang** hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled, **USE OF REINFORCED FOAM IMPLANTS WITH ENHANCED INTEGRITY FOR SOFT TISSUE REPAIR AND REGENERATION**, identified as Attorney Docket No. **22956-74**, and Client Case No. **MIT-221**, which application was filed on **December 14, 2001**, and assigned Application No. **10/022,182**. In the event that the filing date and Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys at Nutter, McClennen & Fish, LLP, One International Place, Boston, Ma 02110-2699, to insert above the Filing Date and Application No. of said application.

Whereas, **Ethicon, Inc.**, a corporation formed under the laws of the State of New Jersey having a place of business at **U.S. Route 22, Somerville, New Jersey 08876**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for one dollar and other valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or



them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02

Steven M. Bowman  
Steven M. Bowman

On this 17<sup>th</sup> day of January, 2002, before me appeared **Steven M. Bowman**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Marie Z. Bang  
Notary Public

My commission expires: Sept. 23, 2005 [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02

Izi Bruker  
Izi Bruker

On this 17<sup>th</sup> day of January, 2002, before me appeared **Izi Bruker**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Marie Z. Bang  
Notary Public

My commission expires: Sept. 23, 2005 [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: Jan 17, 2002

A. Rezania  
Alireza Rezania

On this 17<sup>th</sup> day of January, 2002, before me appeared **Alireza Rezania**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Victor F Janas  
Notary Public

My commission expires: 12/28/05 [seal]

**VICTOR F. JANAS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/28/2005**

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/18/02

Mora Carolynne Melican  
Mora Carolynne Melican

On this 18<sup>th</sup> day of January, 2002, before me appeared **Mora Carolynne Melican**, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged the same to be her free act and deed.


Victor F Janas  
Notary Public

My commission expires: 12/28/05 [seal]

**VICTOR F. JANAS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/28/2005**

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02

  
Francois Binette

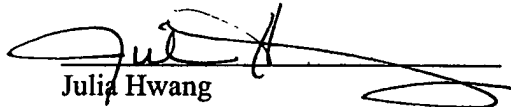
On this 17<sup>th</sup> day of January, 2002, before me appeared **Francois Binette**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

  
Notary Public

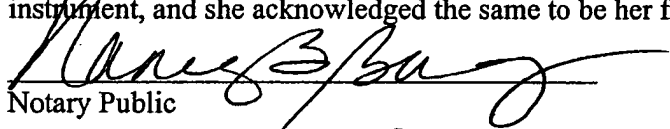
My commission expires: Sept 23, 2005 [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02

  
Julia Hwang

On this 17 day of January, 2002, before me appeared **Julia Hwang**, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged the same to be her free act and deed.

  
Notary Public

My commission expires: Sept. 23, 2005 [seal]

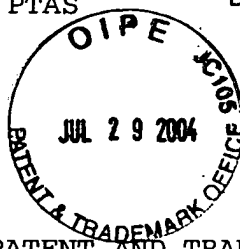


UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

JULY 25, 2003

NUTTER MCLENNEN & FISH LLP  
WILLIAM C. GEARY III  
WORLD TRADE CENTER WEST  
155 SEAPORT BOULEVARD  
BOSTON, MA 02210-2604

PTAS



Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov



\*102388210A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/13/2003

REEL/FRAME: 013827/0523

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BINETTE, FRANCOIS

DOC DATE: 01/20/2003

ASSIGNOR:

BOWMAN, STEVEN M.

DOC DATE: 01/20/2003

ASSIGNOR:

BRUKER, IZI

DOC DATE: 01/20/2003

ASSIGNOR:

HWANG, JULIA

DOC DATE: 01/20/2003

ASSIGNOR:

MELICAN, MORA C.

DOC DATE: 01/21/2003

ASSIGNOR:

REZANIA, ALIREZA

DOC DATE: 01/17/2003

ASSIGNEE:

ETHICON, INC.

ROUTE 22 WEST

SOMERVILLE, NEW JERSEY 08876

013827/0523 PAGE 2

SERIAL NUMBER: 10320751  
PATENT NUMBER:

FILING DATE: 12/16/2002  
ISSUE DATE:

PAULA MCCRAY, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

03-13-2003



102388210

3-13-03

Form PTO-1595  
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

# RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): **3.13.03**Francois Binette (01/20/2003), Steven M. Bowman  
(01/20/2003), Izi Bruker (01/20/2003), Julia Hwang  
(01/20/2003), Mora C. Melican (01/21/2003), and  
Alireza Rezanian (01/17/2003)Additional name(s) of conveying party(ies)  
attached?☐ Yes☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: ETHICON, INC.

Internal Address: \_\_\_\_\_

Street Address:  
Route 22 WestCity: SomervilleState: NJZip: 08876Additional name(s) &  
address(es) attached:☐ Yes☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: \_\_\_\_\_

A. Patent Application No.(s):

10/320,751

B. Patent No.(s): \_\_\_\_\_

Additional numbers attached?

☐ Yes☒ No5. Name and address of party to whom correspondence  
concerning document should be mailed:Name: William C. Geary III  
NUTTER MCCLENNEN & FISH LLPInternal Address: Atty. Dkt.: 022956-0194Street Address:  
World Trade Center West  
155 Seaport BoulevardCity:  
BostonState:  
MAZip:  
02210-26046. Total number of applications and  
patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account☐ Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number:

141449

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy  
is a true copy of the original document.*William C. Geary III  
Name of Person Signing[Signature]  
SignatureMarch 11, 2003  
DateTotal number of pages including cover sheet, attachments, and documents: 5

00000004 10320751

40.00 00

## Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an  
envelope addressed to: U.S. Patent and Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Highway,  
Suite 230, Arlington, VA 22202, on the date shown below.

Dated: March 11, 2003

Signature: [Signature]

(William C. Geary III)

RECEIVED OPR

03/14/2003 TDI:AZ1

01 FC:0021

## **ASSIGNMENT**

We, Steven M. Bowman, of Sherborn, MA; Izi Bruker, of Wayland, MA; Alireza Rezania, of Hillsborough, NJ; Mora Carolynne Melican, of Bridgewater, NJ; Francois Binette, of Weymouth, MA; and Julia Hwang, of Watertown, MA,; in consideration of One Dollar and other valuable consideration paid to us by

### **ETHICON, INC.**

a corporation of New Jersey, having its principal place of business at Route 22 West, Somerville, New Jersey, 08876, the receipt of which is hereby acknowledged, do hereby sell, assign and transfer unto said

### **ETHICON, INC.**

its successors and assigns, the entire interest for the United States of America and all foreign countries including all rights of priority under the International Convention for the Protection of Industrial Property in a certain invention or improvement in

### **USE OF REINFORCED FOAM IMPLANTS WITH ENHANCED INTEGRITY FOR SOFT TISSUE REPAIR AND REGENERATION**

described in an application

Serial No. 10/320,751, filed on December 16, 2002

in the United States Patent and Trademark Office, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or any divisional, continuing, reissue or other applications based in whole or in part thereon. And we agree, for ourselves and our executors and administrators, with said corporation and its successors and assigns but at its or their expense and charges, hereafter to execute all applications, amended specifications, deed or other instrument, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to said corporation, with specifications and claims in such form as shall be approved by the counsel of said corporation and to vest and confirm in said corporation, its successors and assigns, the legal title to all such patents.

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said corporation, its successors and assigns.

WITNESS my hand and seal this 20 day of January, 2003.

By: Steven M. Bowman  
Steven M. Bowman

Commonwealth of Massachusetts )  
County of Norfolk ) ss  
)

Then personally appeared the above named Steven M. Bowman and acknowledged the foregoing instrument to be his free act and deed, before me, this 20<sup>th</sup> day of January, 2003.

Ruth Forstall  
Notary Public

My commission expires: April 3, 2009.

WITNESS my hand and seal this 20<sup>th</sup> day of JANUARY, 2003.

By: Izi Bruker  
Izi Bruker

Commonwealth of Massachusetts )  
County of Norfolk ) ss  
)

Then personally appeared the above named Izi Bruker and acknowledged the foregoing instrument to be his free act and deed, before me, this 20<sup>th</sup> day of January, 2003.

Ruth Forstall  
Notary Public

My commission expires: April 3, 2003.



WITNESS my hand and seal this 17<sup>th</sup> day of January, 2003.

By: A. Reza  
Alireza Rezania

State of New Jersey )  
 ) ss  
County of Middlesex )

Then personally appeared the above named Alireza Rezania and acknowledged the foregoing instrument to be his/her free act and deed, before me, this 17<sup>th</sup> day of January, 2003.

**VICTOR F. JANAS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/28/2005**

Victor F Janas  
Notary Public

My commission expires: 12/28/2005

WITNESS my hand and seal this 21<sup>st</sup> day of January, 2003.

By: Mora Carolynne Melican  
Mora Carolynne Melican

State of New Jersey )  
 ) ss  
County of Middlesex )

Then personally appeared the above named Mora Carolynne Melican and acknowledged the foregoing instrument to be her free act and deed, before me, this 21<sup>st</sup> day of January, 2003.

**VICTOR F. JANAS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 12/28/2005**

Victor F Janas  
Notary Public

My commission expires: 12/28/2005

WITNESS my hand and seal this 20 day of January, 2003.

By: 

Francois Binette

Commonwealth of Massachusetts )

) ss

County of Norfolk )

Then personally appeared the above named Francois Binette and acknowledged the foregoing instrument to be his free act and deed, before me, this 20<sup>th</sup> day of January, 2003.



Notary Public

My commission expires: April 3, 2009

WITNESS my hand and seal this 20<sup>th</sup> day of January, 2003.

By: 

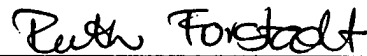
Julia Hwang

Commonwealth of Massachusetts )

) ss

County of Norfolk )

Then personally appeared the above named Julia Hwang and acknowledged the foregoing instrument to be her free act and deed, before me, this 20<sup>th</sup> day of January, 2003.



Notary Public

My commission expires: April 3, 2009